

## City of Santa Fe, New Mexico



#### Memorandum

**DATE:** February 27, 2024

TO: Governing Body

VIA: Emily K. Oster, Finance Department Director

Rich Brown, Community Development Director R8 Travis Dutton-Leyda, Chief Procurement Officer

Chelsey Johnson, Arts and Culture Department Director \_প্

FROM: Melissa Velasquez, Arts Services Coordinator

#### **ITEM AND ISSUE:**

Request for the Approval of First Amendment to extend agreement to a) Delivery and Installation Deadline – No later than December 31, 2025 and b) Contract Term Date – Contract shall terminate on March 31, 2026. Agreement was formerly executed in FY 21-22 and is contract for the Purchase of Public Art for Display of Artwork on City Property (Santa Fe Municipal Airport) with New Mexico Arts (State of New Mexico) in the amount of \$45,000.

#### **BACKGROUND AND SUMMARY:**

As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts. There is no cost to the City.

#### **CONTRACT NUMBER:**

The FY20 Munis contract number is 3202994

#### **FUNDING SOURCE:**

3502775/572970 (No Cost to the City)

#### **ACTION REQUESTED:**

Arts and Culture Department respectfully requests your review and approval.

#### FIRST AMENDMENT TO AIPP AGREEMENT

THIS AMENDMENT TO AGREEMENT (the "Amendment") made, by and between Charlotte Jackson Fine Art Inc. ("the Gallery"), Tom Waldron ("Artist"), New Mexico Arts ("NMA"), a division of the N.M. Department of Cultural Affairs, and the City of Santa Fe ("Owner Agency"), collectively the "Parties". The date of this Amendment shall be the date when it is executed by the parties, whichever signature occurs last.

#### **RECITALS**

- A. The Parties entered into that certain Agreement with Addendum, fully executed on September 26, 2022 (the "Agreement"). All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement. After this Amendment is executed by the Parties, all references to the Agreement shall include the Agreement as revised by this Amendment.
- B. The Parties now desire to amend the Agreement due to construction delays on site, preventing safe/secure installation by the Gallery/Artist.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreement is amended as follows:

#### AGREEMENT

- 1. The following dates in the Agreement are extended as set forth below:
  - a. Delivery and Installation Deadline No later than December 31, 2025
  - b. Contract Term Date Contract shall terminate on March 31, 2026
- 2. <u>Full Force and Effect.</u> All other terms of the Agreement not modified or changed by this Amendment are and hereby shall remain the same and in full force and effect between the parties.
- 3. <u>Facsimile; Counterparts.</u> Facsimile, scanned or photocopied signatures of or on behalf of any Party on this Amendment shall be effective for all purposes, including delivery, as an original. This Amendment may be executed in multiple originals which shall be deemed to be one document.
- 4. <u>Each Party</u> covenants to the other parties that they are authorized to execute this Agreement and bind said Party to this Amendment.

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as Amended. The date of this Amendment shall be the date when it is executed by the parties, whichever signature occurs last.

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Ву	SEE NEXT PAGE	Date:	
	Charlotte Jackson, Owner, Charlotte Jackson Fine A		-
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By	SEE NEXT PAGE	Date:	
	Tom Waldron		
<u>ow</u>	NER AGENCY		
By:	John Blair (Mar 27, 2024 16:32 MDT)	Date: Mar 27, 2024	
Dy.	John Blair, City Manager, City of Santa Fe	$\frac{1}{\chi_l}$	Ί
Bv:	Geralyn Cardenas (Mar 27, 2024 16:44 MDT)	Date: Mar 27, 2024	
2).	Geralyn Cardenas, Interim City Clerk, City of Santa	Fe	
By:	Patricia Feghali Patricia Feghali (Nov 28, 2023 15:19 MST)	Nov 28, 2023	
J	Patricia Feghali, Assistant City Attorney, City of Sar	nta Fe	
By	Emily K. Oster	Date: Mar 5, 2024	
	Emily K. Oster, Finance Director, City of Santa Fe		
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By:		Date:	
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By:	Max DeAzevedo, General Counsel as to legal suffici	Date:	_
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Ву:		Date:	_
	Greg Geisler, ASD Director/CFO		
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	ora Garcia y Griego, Cabinet Secretary	Date:	_

GALLERY Charlette Jackson, Quanti, Charlotte Jackson Fine Art Inc. ARTIST OWNER AGENCY Alan M. Webber, Mayor, City of Santa Fe Date Geralyn Cardenas, Interim City Clerk, City of Santa Fe Date Patricia Feghali, Assistant City Attorney, City of Santa Fe Date By: Emily K. Oster, Finance Director, City of Santa Fe Date **NEW MEXICO ARTS** Michelle Laflamme-Childs, Executive Director Date NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS By: Max DeAzevedo, General Counsel as to legal sufficiency Date Greg Geisler, ASD Director/CFO Date Debra Garcia y Griego, Cabinet Secretary Date

IN WITNESS of the foregoing provisions, the parties have executed and delivered this

Agreement as of the date set forth above.

CXT#	23002.0		CXT\$	\$45,000		AIPP PC	MD
FUND S	TREAM	50500—69800—A	19D5001	-548700-D3207/\$45,000 (0	GF 20	019)	
VENDO	R ID:	0000052880					

## STATE OF NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS NEW MEXICO ARTS DIVISION ART IN PUBLIC PLACES PURCHASE CONTRACT

THIS AGREEMENT is made and entered into by and between New Mexico Arts (NMAD), a division of the New Mexico Department of Cultural Affairs (NMDCA), a political subdivision of the State of New Mexico (State); City of Santa Fe, hereinafter referred to as "Owner Agency"; and Charlotte Jackson Fine Art Inc. hereinafter referred to as "the Gallery." The Gallery represents Tom Waldron hereinafter referred to as "Artist".

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1 (1986), (the "Act") requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a fund dedicated for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to acquire a work of art to be located at Santa Fe Regional Airport, 121 Aviation Drive, Santa Fe, NM 87507, and

WHEREAS, in conformity with NMAC, 4.12.11 and the Act, the Owner Agency's Local Selection Committee selected a work by the Artist to purchase.

THEREFORE, NMAD, the Owner Agency, the Gallery, and the Artist, for consideration and under the conditions hereinafter set forth, agree as follows:

#### Article 1. Scope of Services

#### 1.0 Definitions.

- a) "Artwork" means the work of art designed and created by the Artist and selected by the Local Selection Committee for placement of one (1) 55" x 35" x 70" abstract minimalist steel sculpture entitled "Flask" and includes any attached Work Base(s);
- b) "Work Base" is a component of the Artwork and means the foundation or pedestal and Plexiglas cover upon which the Artwork is mounted for displaying 3D Artwork, or frame and Plexiglas protective covering, and device/devices for hanging 2D Artwork, as required according to attached *Framing, Installation, and Plaque Guidelines*:
- c) "Work Site" means the specific area site within, upon, or around the public building in which the Artwork is to be permanently attached or installed, in this case the **Santa Fe Regional Airport**, 121 Aviation Drive, Santa Fe, NM 87507;
- d) "Owner Agency" is the agency that received the appropriation for the construction or renovation of the building that included funds designated for public art under the Act.

#### 1.1 General Duties of Artist, Gallery, Owner Agency, and NMAD.

- a) The *Gallery* shall perform all services and furnish all supplies, materials and equipment as necessary for the transportation of the Artwork and Work Base, to the Work Site and the permanent and secure installation of the Artwork and Work Base at the Work Site, except as otherwise agreed to in this Contract.
- b) The *Artist* represents and warrants that the Artwork is solely the result of the artistic effort of and was authored by the Artist and is unique and original. If the Artwork is one in an edition (not exceeding a total of fifty (50) copies, including variations of size, color, shape, or any distinguishing elements of the Artwork) of prints, photographs, castings or fabrications, or has been previously reproduced and accepted for sale elsewhere, the Artist or Gallery will notify NMAD and the Owner Agency of this and disclose the edition number of the piece within the edition in writing to NMAD and the Owner Agency as an addendum attached to this agreement before it is executed. The Artist further represents, covenants, and warrants that the Artist owns the copyright in the Artwork and that the Artwork does not infringe upon any copyright and is free and clear of any liens or claims from any source whatsoever.

- c) The *Gallery* shall pay for the services of a professional fine art conservator if NMAD deems such an expense is required and if the Artwork is: 1) an exterior work; 2) created with non-archival media; 3) exposed to adverse environmental conditions; or 4) comprised of media that may not be durable or has other maintenance concerns. The fine art conservator will determine the durability of the media and the required periodic maintenance. NMAD may terminate the agreement based upon the results of the conservator's report in accordance with Article 10, Termination.
- d) The Owner Agency shall perform the following services in a satisfactory and proper manner as determined by NMAD, and is responsible and shall pay for the following:
  - 1. Prepare the Work Site by ensuring safe and reasonable access for the Gallery, so that the Gallery can install the Artwork;
  - 2. In consultation with NMAD, take reasonable precautions to secure the Work Site, if necessary, for and during the installation of the Artwork.

#### 1.2 Delivery and Installation.

- a) The *Gallery* shall deliver and securely install the completed Artwork and Work Base at the Work Site no later than **December 31, 2023**.
- b) The *Gallery* will be responsible for framing and installation of Artwork and Work Base unless otherwise noted in this Contract. The Gallery shall ensure that the Artwork and Work Base is installed with appropriate antitheft measures and/or devices to protect the Artwork, as approved by Owner Agency, whose approval shall not unreasonably be withheld.
- c) The Gallery shall provide and install a project identification plaque for the Artwork, as described in the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

#### 1.3 Post-Installation Documentation.

Within thirty (30) days after the delivery and installation of the Artwork, the Gallery shall furnish NMAD with the following relating to the Artwork as completed:

- (1) a publication-ready JPEG of the Artwork with a minimum resolution of 350 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
- (2) a JPEG of the Artwork in situ at the Work Site;
- (3) a complete written description of the Artwork;
- (4) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
- (5) a comprehensive list of <u>all</u> media used in the creation of the Artwork (ex: type of paint, gauge and type of metal, adhesive materials, clay body and firing, acrylic, oil, etc).

#### 1.4 Final Acceptance.

- a) The Gallery shall advise NMAD, in writing, by furnishing NMAD and Owner Agency the Post-Installation Documentation outlined in Article 1.3, when all the Artwork has been delivered, installed, and accepted, and Gallery services required under this Contract have been completed.
- b) The Owner Agency shall notify the Gallery and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD <u>Notice of Acceptance/Final Payment Invoice (NOA/FPI)</u> form, of its final acceptance of the Artwork.
- c) If the Owner Agency determines and notifies NMAD within ten (10) days of installation by the Gallery that the Gallery's services are incomplete or unsatisfactory, the Gallery shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

#### 1.5 Risk of Loss.

The risk of loss or damage to the Artwork shall be borne by the Gallery until acceptance by the Owner Agency, as indicated by the NMAD-signed (NOA/FPI) form. The Gallery shall obtain and maintain a policy of insurance in an amount of not less than the purchase price of the Artwork to cover risk of damage or loss to the Artwork until final acceptance by the Owner Agency as required in Article 6 of this Agreement.

#### 1.6 Title

Title to the Artwork shall pass to the Owner Agency after installation and upon receipt by NMAD of the (NOA/FPI) form signed by the Owner Agency. If the Owner Agency fails, within thirty (30) days of installation of the Artwork by the Gallery, to return to NMAD an executed (NOA/FPI) form, or to notify NMAD of Gallery services that are unsatisfactory, title and ownership of the Artwork will automatically transfer to the Owner Agency.

a) The Owner Agency shall put in place insurance against loss or damage to the Artwork in an amount of not less than the purchase price of the Artwork upon transfer of ownership from Gallery to the Owner Agency.

b) Title to the Artwork shall be owned by the Owner Agency, subject to applicable inventory requirements set forth by the State of New Mexico.

#### Article 2. Term.

The Contract shall terminate on **March 31, 2024**, unless terminated pursuant to <u>Article 10</u> herein. Any and all obligations arising under <u>Article 1. Sections 1.4. 1.6. 1.6a</u>, and <u>Articles 5. 7. 8</u> shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

#### Article 3. Compensation and Payment Schedule.

#### 3.1 Fixed Fee.

NMAD shall pay the Gallery a fixed fee of **forty-five thousand dollars and 00/cents (\$45,000.00)**, including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Payment to the Gallery shall be deducted from the allocation for the Art in Public Places program and shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Gallery or the Gallery's subcontractors or employees to be furnished by the Gallery under this Contract. NMAD shall pay Gallery a single payment of the amount described in this paragraph upon receipt by NMAD after delivery and installation of the selected Artwork, the Project Plaque and any attached Work Base to Work Site and receipt of the *Post-Installation Documentation* by the Gallery and the — *NOA/FPI* form *signed by the Owner Agency*, and *NMAD*. Prior to issuance of payment, an NMAD Coordinator may visit the Work Site to confirm the Gallery's compliance with the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

#### Article 4. Extension of Time.

NMAD shall grant a reasonable extension of time to the Gallery in the event that there is a reasonable delay on the part of the Owner Agency in performing its obligations under this Contract, or if conditions beyond the Gallery's control or other Acts of God render timely performance of the Gallery's services impossible. Failure to fulfill contractual obligations due to conditions beyond a party's reasonable control will not be considered a breach of Contract provided that such obligations shall be suspended, with prior notice to and approval by NMAD, only for the duration of such conditions.

All requests by the Gallery or the Owner Agency for time extensions shall be made in writing to NMAD at least eighty (80) days prior to the end of term described in <u>Article 2</u>. NMAD will review all written requests and notify the Owner Agency and the Gallery of its decision within ten (10) days of receipt of the written request.

Gallery shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Gallery is scheduled to install the Artwork. Gallery shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork. In the event of such delay, the parties shall extend the contract term in the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

#### Article 5. Warranties.

#### 5.1 Warranties of Title.

The Artist represents and warrants that the Artwork: (a) is solely the result of the artistic effort of the Artist; (b) is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency; (c) is not a duplicate thereof and has not been accepted for sale elsewhere; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever. The parties acknowledge and agree that these Warranties of Title shall not terminate and shall survive the termination of this Contract.

#### 5.2 Warranties of Quality and Condition.

The Gallery represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities that will cause or accelerate deterioration of the Artwork; and (b) reasonable maintenance of the Artwork will not require procedures in excess of those described in the Gallery's maintenance recommendations.

The warranties described in this <u>Article 5.2</u> shall survive for five (5) years after the final acceptance of the Artwork, with periodic maintenance by the Owner Agency of the Artwork according to instructions provided by the Gallery. The Owner Agency shall give written notice to NMAD of any breach of the Artist's and/or Gallery's warranty within one hundred twenty (120) days of the breach during the five-year period after final acceptance of the Artwork. The Gallery shall, at the request of NMAD and the Owner Agency, and at no cost to the Owner or NMAD, cure reasonably and promptly any identified defect of the Artwork which is repairable by the Artist or a professional fine art conservator shall make

such repairs consistent with accepted practices of professional fine art conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork).

#### Article 6. Insurance.

Until such time that NMAD pays the Artist for the Artwork and title to the Work of Art passes to the Owner Agency, Artist shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Owner Agency and NMAD as additional insureds:

- a) Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe and the New Mexico Department of Cultural Affairs, including the New Mexico Arts Division, and their officials, officers, employees, and agents as additional insureds.
- b) Artist shall provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Artist. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### Article 7. Reproduction Rights.

#### 7.1 General.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and any rights as may be limited by or granted in this Contract. The Artist grants to NMAD and the Owner Agency and their successors a perpetual, fully paid, without geographic limitation, and non-revocable, nonexclusive license to use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, books about the AIPP program, in whole or in part, and catalogues or other similar publications.

#### 7.2 Artist Credit

All reproductions by NMAD or the Owner Agency shall credit the Artist and include a copyright notice substantially in the following form: "©[Artist's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs."

#### 7.3 Artist Reproduction Credit.

The Artist shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Artist a credit to NMAD in the following form: "Artwork Funded by the Art in Public Places Program, New Mexico Arts Division, Department of Cultural Affairs."

#### Article 8. Artist's Rights.

#### 8.1 General.

In all matters pertaining to the Artwork and its maintenance, including but not limited to the Articles in this Contract and the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply.

#### 8.2 Maintenance.

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected, in accordance with the Gallery's maintenance schedule, instructions, and the requirements of this Contract.

#### 8.3. Repairs and Restoration.

- a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if to repair or restore the Artwork. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.
- b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Artist's services for repairs or restoration if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.
- c) NMAD may deaccession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the artwork be

temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5) public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

- d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.
- e). The Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred eighty (180) days prior to action taking place.

#### 8.4 Waver of Rights due to Deaccession

In the future, and in the event the Owner Agency determines to deaccession the Artwork for any reason, including but not limited to an existing condition as outlined in Article 8.3.C., NMAD shall attempt to notify the Artist in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy, modify or develop the Work Site in such a way as to impact the Artwork, the Artist hereby agrees to waive all rights pursuant to the Copyright Act, including but not limited to the Artist's rights under the Visual Artist Rights Act, the Owner Agency, in consultation with NMAD, retain the right to determine, in their sole and absolute discretion without right of appeal, whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

#### Article 9. Gallery as Independent Contractor.

The Gallery, and Gallery's agents and employees, are independent contractors performing services for NMAD and are not employees of NMAD. The Gallery, and Gallery's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

#### Article 10. Termination.

- a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and that the defaulting party or parties shall have thirty (30) days from their receipt of the notice of default to cure such default or commence actions to cure the default with in the thirty (30) day period when cure of the default is not possible within the thirty (30) days.
- b) If the Owner Agency or NMAD terminate this Contract for the Gallery and/or Artist's violation, the Gallery and/or Artist shall be ineligible to apply for Art in Public Places selection for a period of three (3) years or more from the date of the Gallery and/or Artist's receipt of the notice of termination.
- c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Subsection 1.1(c) of this Contract.

#### Article 11. Contract Administrator.

NMAD shall administer this Contract, including issuing payments to the Gallery, except as otherwise agreed to in this contract.

#### Article 12. Non-Discrimination.

In carrying out the performance of the services designated, neither the Gallery nor the Owner Agency shall discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Gallery shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

#### Article 13. ADA Compliance.

In performing any services required hereunder, the Gallery shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Gallery's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Gallery's, or Gallery's agents' or employees' acts or omissions in violation of the ADA.

#### Article 14. Compliance.

The Gallery shall comply with federal, state and city statutes, ordinances and regulations that are applicable to the performance of the Gallery's services under this Contract.

#### Article 15. Entire Agreement.

This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements and understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

#### Article 16. Modification.

No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Owner Agency and NMAD.

#### Article 17. Waiver.

No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

#### Article 18. Governing Law and Venue.

This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Gallery acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### Article 19. Indemnification.

The Gallery shall defend, indemnify and hold harmless the Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Gallery, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Gallery resulting in injury or damage to persons or property during the time when the Gallery or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Gallery or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Gallery, the Gallery shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Owner Agency, and the New Mexico Department of Cultural Affairs.

#### Article 20. New Mexico Tort Claims Act

Any liability incurred by the Owner Agency, NMAD and/or the New Mexico Department of Cultural Affairs, in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41–4–1, et. seq. NMSA 1978, as amended. The Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

#### Article 21. Heirs and Assigns.

This Contract shall be binding upon and shall inure to the benefit of the Owner Agency, the Gallery, and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

#### Article 22. Written Notices.

- a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.
  - b) For purposes of giving formal, written notice, the parties will use the following addresses:

#### OWNER AGENCY Alan M. Webber

Mayor
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504
(505) 955-6590
mayor@santafenm.gov

## SITE CONTACT Rod Lambert

Assistant Director
Santa Fe Arts and Culture
Department
P.O. Box 990
Santa Fe, NM 87504
(505) 955-6705
rdlambert@santafenm.gov

#### <u>GALLERY</u> Charlotte Jackson Fine Art Inc.

Charlotte Jackson
Owner
554 S. Guadalupe St.
Santa Fe, NM 87501-2618
(505) 989-9699
cifa@charlotteiackson.com

#### <u>NMAD</u> Meredith Doborski Public Art Program Director

New Mexico Arts 407 Galisteo Suite 270 Santa Fe NM 87501-2641 505-827-6490

Meredith.doborski@state.n

m.us

c) The Gallery, Artist, and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.

After the final payment in this Contract has been made, the Gallery, Artist, and Owner Agency will notify NMAD of any change in address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Artist's or Owner Agency's rights, respectively, that are described in this Contract, except for the Artist's copyright and reproduction rights.

#### **Article 23. Conflict of Interest.**

The Gallery warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Gallery certifies it has not violated or caused any other person to violate any requirement of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, by entering this contract.

#### Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.

The Procurement Code, NMSA 1978, Sections 13–1-28 through –199, imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### Article 25. Records and Audits.

The Gallery shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the rights of NMAD and the Owner Agency, respectively, to recover excessive or illegal payments.

#### Article 26. Assignment.

The Gallery shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

#### Article 27. Required Signatures.

This Contract will not be binding upon any parties hereto until all signatures required below have been obtained. Other than as to individuals, each signatory below represents that by signing this agreement that he or she has the authority to bind the entity for which he or she signs.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULT	TURAL AFFAIRS:	
Debra Garcia y	Digitally signed by Debra Garcia y	
Griego	Griego Date: 2022.09.26 09:38:22 -06'00'	Date
	inet Secretary Dept. of Cultural Affairs	<u> </u>
116/11:	Digitally signed by Michelle Laflamme-Childs	
MANUE	Date: 2022.09.22 16:41:54 -06'00'	Date
Michelle Laflamme Childs,	Executive Director, New Mexico Arts Division	<del></del>
Approved as to budgetary	_	
Greg Geisl	Digitally signed by Greg Geisler Date: 2022.09.23 11:48:36 -06'00'	Date
B	r/CFO Dept. of Cultural Affairs	<u> </u>
Approved as to form:		
Peter N. Ives	Digitally signed by Peter N. Ives	
Peter Ives, General Counsel	Date: 2022.09.23 10:02:04 -06'00'  Dept. of Cultural Affairs	
Total Ivos, Conoral Counsel	, Dept. of Cultural Hillians	Date
OWNER AGENCY:		
aum-		Sen 16, 2022
Alan M. Webber, Mayor, C	ity of Santa Fe	Date Sep 16, 2022
-		
Attest: Krister Philin		
	City Clark City of Santa Ea of	Sen 16, 2022
GB MTG 09/14/2022	City Clerk, City of Santa Fe	Date Sep 16, 2022
OWNER AGENCY LEGA	AL REPRESENTATIVE:	
<u>Marcos Martinez</u>	_	Jun 13, 2022
Marcos Martinez (Jun 13, 2022 16:15 N	MDT]Marcos D. Martinez, Senior Assistant City	Date
Attorney, City of Santa Fe	,	
Approved for Finance:		
Emily K. Oster		Date_Sep 16, 2022
Emily K. Oster (Sep 16, 2022 15:36 MDT)		Date
Emily Oster, Finance Direct	for, City of Santa Fe	
CALLEDY		
GALLERY:		
SEE NEXT PAG	E	
Charlotte Jackson, Owner, C	Charlotte Jackson Fine Art Inc.	Date
ARTIST:		
SEE NEXT PA	AGE	Date .

Tom Waldron

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

TAXABLE A	DT	MENT	OF	CHI	TID	AT	ATT	ATDC.
HINPA		7 - 3 - 1	4 PM	R.KIR	21 UK	AL	AFF	AIRS

Debra Garcia y Griego, Cabinet Secretary Dept. of Cultural Affairs  SEE PREVIOUS PAGE  Michelle Laflamme Childs, Executive Director, New Mexico Arts Division  Approved as to budgetary sufficiency:  SEE PREVIOUS PAGE  Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs  Approved as to form: SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date Sep 16, 2022  Alan M. Webber, Mayor, City of Santa Fe	
Michelle Laflamme Childs, Executive Director, New Mexico Arts Division  Approved as to budgetary sufficiency:  SEE PREVIOUS PAGE  Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs  Approved as to form: SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date Sep 16, 2022	
Approved as to budgetary sufficiency:  SEE PREVIOUS PAGE  Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs  Approved as to form: SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date Sep 16, 2022	
SEE PREVIOUS PAGE  Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs  Approved as to form: SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date Sep 16, 2022	
Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs  Approved as to form: SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date Sep 16, 2022	
Approved as to form:  SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  Date  OWNER AGENCY:  Date  Date  Date  Date	
SEE PREVIOUS PAGE  Peter Ives, General Counsel, Dept. of Cultural Affairs  OWNER AGENCY:  Date  Date  Date	
OWNER AGENCY:  Date  Date  Date  Date	
<i>Aum</i> Sep 16, 2022	
Alan M. Webber, Mayor, City of Santa Fe	
Attest: Krule Pala	
Kristine Bustos Michelcic, City Clerk, City of Santa Fe Date Sep 16, 2022  OWNER AGENCY LEGAL REPRESENTATIVE:	
Marcas Martinez Date	
Marcos Martinez (Jun 13, 2022 16:15 MDT) Marcos D. Martinez, Senior Assistant City Attorney, City of Santa Fe	
Approved for Finance:  Emily K. Oster  Ently K. Oster (Sep 16, 2022)  Date Sep 16, 2022	
Emily Oster, Finance Director, City of Santa Fe	
GALLERY:	
Charlotte Jackson, Owner, Charlotte Jackson Fine Art Inc.  Date 9/21/22	
ARTIST: Thomas Valoren  Date Sept. 21	છજ



### art in public places program

#### Framing, Installation, and Plaque Guidelines

All framing materials must be museum quality!

- 1. Mat type 100% Cotton rag.
- 2. Mat color white, off-white, gray, or black. Other colors must be approved by NMAD.
- 3. Mat size not to be less than 2 inches all the way around. Other mat sizes or elimination of mat must be approved by NMAD.
- 4. Backing Acid free, museum quality.
- 5. Mounting Acid free, museum quality.
- 6. Frame material simple profile, wood molding, 1.5" or larger on the face. Colors can be natural wood tones, black, or white. Other colors must be approved by NMAD.
- 7. Plexiglas protective covering required on all 2-D pieces. Glass on pastels.
- 8. Spacers when necessary, so that Plexiglas does not touch the artwork.
- 9. Security hangers must be used, <u>no wire</u> (i.e. T-Lock or T-Screw Security Hangers)
- 10. Weighted wood pedestal with secure bolted Plexiglas cover required on small 3-D works. Other pedestal materials must be approved by NMAD.
- 11. Pedestals shall be tall enough to bring the artwork to eyelevel.
- 12. Large scale and/or exterior sculptures do not require Plexiglas covering. "Large Scale" is determined by NMAD in consultation with Artist.
- 13. All artwork must be <u>permanently</u> installed at the site along with an identification plaque.
- 14. Pedestals must be painted either black or white. Other colors must be approved by NMAD.

Samples of mats, frames, pedestals and plaques can be viewed at New Mexico Arts office (407 Galisteo, suite 270, Santa Fe, NM). Please call to schedule an appointment (505-827-6490, In State 800-879-4278).

The following guidelines are used for NMA Public Arts Projects to help us maintain plaque quality and style consistency. It is permissible for the font size to be changed to best fit the size of the plaque. (Drawings are not to scale!)

#### **SAMPLE**

14 pt Bold Italic Arial Font or Times New Roman

14 pt <u>Plain</u> Arial Font or Times New Roman

14 pt Plain Arial Font or Times New Roman

May or may not have 2 drilled holles for mounting depending on plaque style

12 pt Plain Arial Font or Times New Roman

12 pt Plain Arial Font or Times New Roman

12 pt Plain Arial Font or Times New Roman

12 pt Plain Arial Font or Times New Roman

**Title of Work**by Artist's Name
year of completion

Funded by the
Art in Public Places Program
New Mexico Arts
Department of Cultural Affairs

### Let a via v Dia a a a

#### **Interior Pieces**

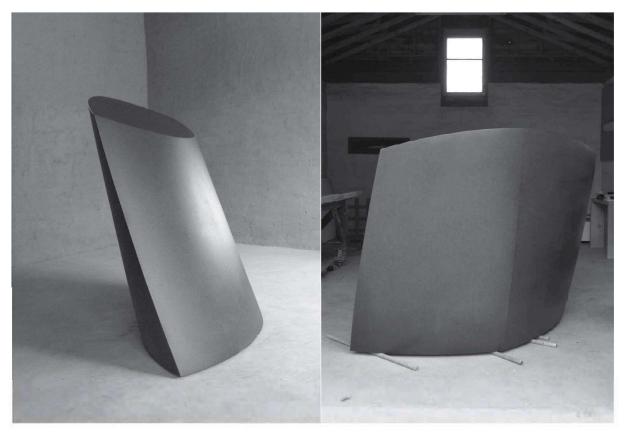
Material and Finish: Metal 3"  $\times$  5" plate with brushed silver or brass finish and black lettering on wooden base (black or natural wood) no larger than 5"  $\times$  7"

#### **Exterior Pieces**

Material and Finish: Metal plate with black finish and silver lettering Plaque Size: 4" x 6" or 5" x 7"

#### Please adjust font size to best fit plaque dimensions

VARIATIONS: We understand that because of the nature of the artwork and/or site, plaque variations may be desirable. For example, a tile artist might choose to create a custom tile plaque to integrate into the work. For a large stainless steel exterior sculpture, an artist might wish to use a stainless-steel plaque that is larger than the standard size. We encourage you to think creatively. <u>However, the Artist must consult, with New Mexico Arts before executing a custom plague [505-827-6490, In State 800-879-4278].</u>



Flask



## City of Santa Fe, New Mexico

#### Memorandum

DATE: June 21, 2022

TO: Governing Body

Finance Committee
Quality of Life Committee

VIA: Alexis Lotero, Interim Finance Department Director

Fran Dunaway, Chief Procurement Officer Ridert Braume

Rich Brown, Community Development Director
Pauline Kanako Kamiyama, Arts and Culture Department Director

Robert Lambert

FROM: Robert Lambert, Arts and Culture Department Assistant Director

#### **ITEM AND ISSUE:**

For the Approval of New Mexico State Purchase Contract for the Purchase of Public Art for Display of Artwork on City Property (Santa Fe Municipal Airport) with New Mexico Arts (State of New Mexico) in the amount of \$45,000 (Robert Lambert, Assistant Director, rdlambert@santafenm.gov, 955.6707).

#### **BACKGROUND AND SUMMARY:**

As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts. There is no cost to the City..

#### **PROCUREMENT METHOD:**

State Procurement Exemption: **13.1.98** T (State Agency) works of art for museums or for display in public buildings or places;

#### **CONTRACT NUMBER:**

The FY23 Munis contract number is 3202994

## **FUNDING SOURCE:** 3502775/572970

#### **ACTION REQUESTED:**

Arts and Culture Department respectfully requests your review and approval.



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department	
<b>1.</b> Munis Contract # <u>3202994</u>	
Contractor: _New Mexico Arts, State of NM Dept_ of Cultura	l Affairs (Charlotte Jackson Fine Art)
Description: Public Art Purchase for Airport Expansion Pr	oject (State C <b>I</b> P Bond Funding)
	. [0]
Contract   Agreement   Lease / Rent   Amendme	<del></del>
Term Start Date: upon execution Term End Date: 3/24/24	
☐ Approved by Council	Date:
Contract / Lease:	
Amendment #to the Orig	ginal Contract / Lease #
Increase/(Decrease) Amount \$	
Extend Termination Date to:	
Approved by Council	Date:
Amendment is for:	
in State of NM purview and managed by their policies an Selection and purchase of artwork managed by NM Arts. Public Arts Purchase Program- Funded through Bond In	There is no cost to the City. State of NM
3. Procurement History:	
John Lovato John Lovato (Jul 21, 2022 14:56 MDT)  Purchasing Officer Review:	Jul 21, 2022 Date:
No procurement/No cost to the City. Cu Comment & Exceptions:	
· ·	rrent/corrected insurance certificate to be included.
4. Funding Source: NO Cost to City- maintenance budget	
Andu Honuin ( Andy Höjkins (Aug. 10, 2022 1020 MDT)	Org / Object:3502775.57297 0
Andu Horking Andy Horking Mag 10, 2022 1020 HOTT  Budget Officer Approval:	Org / Object:3502775.57297
Andu Horking  Andy Hopkins Mag 10, 2023 1020 MOT)  Budget Officer Approval:  Comment & Exceptions:	Org / Object:3502775.57297 0 Aug 10, 2022  Date:
Budget Officer Approval:  Comment & Exceptions:  Staff Contact who completed this form:  Rod Lambert	Org / Object:3502775.57297 0 Aug 10, 2022 Date: Phone # 505.955.6655
Andu Horizinc  Andy Hopicin Mu, 10, 2022 1020 MDT)  Budget Officer Approval:  Comment & Exceptions:	Org / Object:3502775.57297 0 Aug 10, 2022 Date:  Phone # 505.955.6655
Budget Officer Approval:  Comment & Exceptions:  Staff Contact who completed this form:  Rod Lambert	Org / Object:3502775.57297 0 Aug 10, 2022 Date: Phone # 505.955.6655
Budget Officer Approval:  Comment & Exceptions:  Staff Contact who completed this form: Rod Lambert  Email: rdlambert@santafer	Org / Object:3502775.57297 0 Aug 10, 2022 Date: Phone # 505.955.6655



#### **CITY OF SANTA FE PROCUREMENT CHECKLIST**

Contractor Name: _State of New Mexico Department of Cultural Affairs
Procurement Title: Airport purchase: Charlotte Jackson Fine Art, Inc (artist: Tom Waldron)
Procurement Method: State Price Agreement Cooperative Sole Source Other
Exempt Request For Proposal Invitation To Bid (ITB) Contract under 60K Contract over 60K
(RFP) Department Requestrite and Culture Staff Name Pauline Kanako Kamiyama
Procurement Requirements:  A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*
YES N/A  Approved Procurement Checklist (by Purchasing)  Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)  State Price Agreement  RFP  Evaluation Committee Report  ITB  Bib Tab  Quotes (3 valid current quotes)  Cooperative Agreement  Sole Source Request and Determination Form  Contractors Exempt Letter  Purchasing Officers approval for exempt procurement  BAR  FIR  X Executed Contract, Agreement or Amendment  Current Business Registration and CRS numbers on contract or agreement  Summary of Contracts and Agreements form  Certificate of Insurance  All documentation presented to Committees  Other:
Pauline Kanako Kamiyama Director 6/21/22
Department Rep Printed Name (attesting that all information included)  Title  Date  Contracts Supervisor  Durchasing Officer (attesting that all information is reviewed)  Title  Date
Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe Summary of Contract, Agreement, Amendment & Lease

approant notes to be completed by		if you are processing an amendment)	
<b>1.a</b> Munis Contract: 3202994	Procurement # (RFP/ITB	# If any):	
Contractor: New Mexico Arts,	State of NM Dept. of Cultural	Affairs (Charlotte Jackson Fine Art/V	Valdron)
Procurement Method/Vehicle: Small Purchase	RFP ITB Sole Source G	SA Cooperative Exempt SWPA/Exi	sting
Description/Title: Public Art Purcha	ase for Airport Expansion Pro	ject (State CIP Bond Funding)	
Contract: O Agreement: O	Lease/Rent: O Amendm	ent: Ø	
Term Start Date: upon execution		6 Total Contract Amount:	
Approved by Council (If over		o through GB)	
	n the only manager o approval throughout made s		-
Contract / Lease:			•
1.b Amendment #:	to the Orig	inal Contract/Lease#	
ncrease/(Decrease) Amount \$:			_
Extend Expiration Date to:			
Approved by Council GB rd	e original went through GB, all amendments must go egardless of the amendment reason)	through Date:	_
Amendment is for:			
Arts.		d procurement through New Mex  There is no cost to the City.	ico
3. Procurement History:			
A-			
Purchasing Officer Revie		Date:	
Comment & Exceptions:			
•		Date: Org / Object: 3359980-572970	
Comment & Exceptions:  4. Funding Source: NO Cost to	City- maintenance budget		
Comment & Exceptions:  4. Funding Source: NO Cost to a Andy Hopkins  Budget Officer Approval:	City- maintenance budget	Org / Object: 3359980-572970	
Comment & Exceptions:  4. Funding Source: NO Cost to Content Andy Hopkins  Budget Officer Approval:  Comment & Exceptions:  5. Grant History (if applicable):	City- maintenance budget	Org / Object: 3359980-572970	)
Comment & Exceptions:  4. Funding Source: NO Cost to a Mady Hopkins  Budget Officer Approval:  Comment & Exceptions:  5. Grant History (if applicable):  Grants Administrator Appro	City- maintenance budget	Org / Object: 3359980-572970  Date:	)
Andy Hopkins  Budget Officer Approval: Comment & Exceptions: Comment & Exceptions: Grant History (if applicable): Grants Administrator Approval: Staff Contact who Completed This Form	City- maintenance budget  oval:  Melissa Velasquez	Org / Object: 3359980-572970  Date:  Date Phone #: 6707	)
Andy Hopkins  Budget Officer Approval: Comment & Exceptions: Comment & Exceptions:  5. Grant History (if applicable): Grants Administrator Approval: Staff Contact who Completed This Form To be recorded by City Clerk: Clerk #	City- maintenance budget  oval:  Melissa Velasquez  Email: mrvelasquez@santa	Org / Object: 3359980-572970  Date:  Date Phone #: 6707	)
Andy Hopkins  Budget Officer Approval: Comment & Exceptions: Comment & Exceptions: Grant History (if applicable): Grants Administrator Approval: Staff Contact who Completed This Form To be recorded by City Clerk: Clerk #	City- maintenance budget  oval:  Melissa Velasquez	Org / Object: 3359980-572970  Date:  Date Phone #: 6707	)

## Final Waldren CAO Amendment no comments

Final Audit Report 2023-11-28

Created: 2023-11-28

By: Amy Cawthon (amcawthon@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAsUktwRIXYB9ekSnTg1Wc2TzRebHjgeK\_

### "Final Waldren CAO Amendment no comments" History

Document created by Amy Cawthon (amcawthon@santafenm.gov) 2023-11-28 - 10:15:30 PM GMT

Document emailed to pfeghali@santafenm.gov for signature 2023-11-28 - 10:16:38 PM GMT

Email viewed by pfeghali@santafenm.gov 2023-11-28 - 10:18:31 PM GMT

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali 2023-11-28 - 10:19:16 PM GMT

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2023-11-28 - 10:19:18 PM GMT - Time Source: server

Agreement completed.
 2023-11-28 - 10:19:18 PM GMT



## Waldron\_CAO\_Amendment w SOC and Memo

Final Audit Report 2024-03-05

Created: 2024-03-05

By: Kristy Miera (kamiera@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA-8sEtelfU3M48Rvk35scF\_W\_35tSLIEU

### "Waldron\_CAO\_Amendment w SOC and Memo" History

- Document created by Kristy Miera (kamiera@santafenm.gov) 2024-03-05 4:32:58 PM GMT
- Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2024-03-05 - 4:39:40 PM GMT

- Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) 2024-03-05 5:40:26 PM GMT
- Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

  Signature Date: 2024-03-05 5:41:11 PM GMT Time Source: server
- Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign 2024-03-05 5:41:15 PM GMT
- Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) 2024-03-05 6:04:47 PM GMT
- Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
  Signature Date: 2024-03-05 6:44:47 PM GMT Time Source: server
- Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature 2024-03-05 6:44:51 PM GMT
- Email viewed by EMILY OSTER (ekoster@santafenm.gov) 2024-03-05 - 6:56:25 PM GMT
- Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
  Signature Date: 2024-03-05 6:59:06 PM GMT Time Source: server



Agreement completed.
 2024-03-05 - 6:59:06 PM GMT



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# 24-0252 NM Department of Cultural Affairs, NM Arts Division - Tom Waldron

Interim Agreement Report

2024-03-27

Created: 2024-03-26

By: Xavier Vigil (xivigil@ci.santa-fe.nm.us)

Status: Out for Signature

Transaction ID: CBJCHBCAABAAc7\_-awYud4FUVVN4T0bUo3RZxjJYV0uF

#### Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "24-0252 NM Department of Cultural Affairs, NM Arts Division - Tom Waldron" History

- Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us) 2024-03-26 10:49:10 PM GMT- IP address: 63.232.20.2
- Document emailed to jwblair@santafenm.gov for signature 2024-03-26 10:49:39 PM GMT
- Email viewed by jwblair@santafenm.gov 2024-03-27 10:31:45 PM GMT- IP address: 166,137,163,41
- Signer jwblair@santafenm.gov entered name at signing as John Blair 2024-03-27 10:32:07 PM GMT- IP address: 166.137.163.41
- Document e-signed by John Blair (jwblair@santafenm.gov)

  Signature Date: 2024-03-27 10:32:09 PM GMT Time Source: server- IP address: 166.137.163.41
- Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature 2024-03-27 10:32:10 PM GMT
- Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov) 2024-03-27 10:38:59 PM GMT- IP address: 104.47.64.254





# 24-0252 NM Department of Cultural Affairs, NM Arts Division - Tom Waldron

Final Audit Report 2024-03-27

Created: 2024-03-27

By: Xavier Vigil (xivigil@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAAPS6SobkL3r33gSnJDbGYnlgHZd234xu5

## "24-0252 NM Department of Cultural Affairs, NM Arts Division - Tom Waldron" History

Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us) 2024-03-27 - 10:42:01 PM GMT- IP address: 63.232.20.2

- Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature 2024-03-27 10:43:10 PM GMT
- Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov) 2024-03-27 10:44:17 PM GMT- IP address: 104.47.64.254
- Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

  Signature Date: 2024-03-27 10:44:25 PM GMT Time Source: server- IP address: 63.232.20.2
- Agreement completed. 2024-03-27 - 10:44:25 PM GMT

